

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

HERTZ EQUIPMENT RENTAL COMPANY, a  
Delaware corporation,

Plaintiff,

v.

RAMON USEDA, FRED KICENSKI, and DOES  
1 through 20,

Defendants.

Case No.: 3:10-cv-4953-WHA

**STIPULATED PERMANENT INJUNCTION  
AS TO DEFENDANT FRED KICENSKI;  
~~PROPOSED~~ ORDER**

Date of Filing: November 2, 2010  
Trial Date: None set

1 Pursuant to Local Rules 6-2 and 7-12, and Fed. R. Civ. P. 65(d), Plaintiff Hertz Equipment  
2 Rental Corporation ("HERC") and Defendant Fred Kicenski, by and through their respective counsel,  
3 hereby stipulate and request that the Court enter an order as follows:

4 WHEREAS, on November 9, 2010, the Court entered the Order Extending Temporary  
5 Restraining Order, Allowing Limited Discovery, and Rescheduling Preliminary Injunction Hearing  
6 (the "November 9, 2010 Order"), the terms of which were stipulated to by HERC and Kicenski;

7 WHEREAS, Mr. Kicenski's deposition was taken on November 12, 2010, and the depositions  
8 of three HERC employees were taken on November 17, 2010;

9 WHEREAS, Mr. Kicenski and HERC now wish to resolve this matter by, among other things,  
10 having the Court enter a permanent injunction against Mr. Kicenski;

11 WHEREAS, Mr. Kicenski and HERC also have entered into a Settlement Agreement.

12 NOW, THEREFORE, KICENSKI AND HERC STIPULATE and agree that Defendant Fred  
13 Kicenski shall be and hereby is enjoined and restrained from directly or indirectly doing any and all  
14 of the following for the period from the Court's entry of this Stipulated Permanent Injunction until  
15 December 31, 2015:

16 1. Using or disclosing his knowledge of HERC employee  
17 compensation information, except to the extent his knowledge of an  
18 individual HERC employee's compensation was provided to Kicenski by  
19 such individual after Kicenski left HERC on August 10, 2010; and

20 2. Using or disclosing his knowledge of either (i) any price  
21 that any HERC customer pays to HERC, or (ii) the requirements and/or  
22 business practices of any HERC customer in its dealings with HERC,  
23 except to the extent that Kicenski's knowledge of any such price  
24 information or customer information was provided to Kicenski by the  
25 HERC customer after Kicenski left HERC on August 10, 2010.

26 KICENSKI AND HERC FURTHER STIPULATE and agree that Defendant Fred Kicenski  
27 shall be and hereby is permanently enjoined and restrained from directly or indirectly otherwise  
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1 violating the terms of his confidentiality agreement with HERC, entitled Hertz Information Security  
 2 Statement and Confidentiality Agreement for Hertz Employees and dated September 8, 2005.

3 KICENSKI AND HERC FURTHER STIPULATE and agree that the process for resolving  
 4 disputes as to whether any of the foregoing terms of this Stipulated Permanent Injunction and Order  
 5 have been violated shall be governed by Paragraph 4 of the above-referenced Settlement Agreement,  
 6 which provides:

7 In the event that HERC reasonably suspects Kicenski has violated the Stipulated  
 8 Permanent Injunction and Order referenced in paragraph 2, above, HERC shall,  
 9 through its counsel, attempt to meet and confer with Kicenski, before pursuing court  
 10 action, by notifying Kicenski and his counsel, James E. Sell of Sell Parton Rhoades,  
 11 750 Lindaro Street, Suite 140, San Rafael, CA 94901, in writing of any suspected  
 violation and invite Kicenski and his counsel to respond. Nothing in this Agreement  
 shall be construed to preclude HERC from pursuing relief in the Court after the  
 expiration of the above-referenced 3-business-day notice and meet-and-confer period.

12 KICENSKI AND HERC FURTHER STIPULATE and agree that the Court shall retain  
 13 jurisdiction over the enforcement of the terms of the above-referenced Settlement Agreement.\*

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15 /// The hearing on HERC's motion for a preliminary injunction against Kicenski that was set for  
 16 December 2, 2010 is **VACATED**. That motion is **DENIED AS MOOT**.

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24 \* The Court will retain jurisdiction over enforcement for a period of three years.

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1 KICENSKI AND HERC FURTHER AGREE AND STIPULATE that this Stipulated  
2 Permanent Injunction and Order shall supersede and take precedence over the Court's November 9,  
3 2010 Order.

4 IT IS SO STIPULATED.

5 DATED: November 30, 2010

NIXON PEABODY LLP

6  
7 By: 

Charles M. Dyke  
Attorneys for Plaintiff  
HERTZ EQUIPMENT RENTAL  
CORPORATION

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11 DATED: November 29, 2010

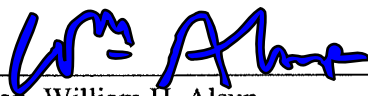
PARTON SELL RHOADES

12  
13 By: 

James E. Sell  
Attorneys for Defendant  
FRED KICENSKI

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16 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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18 Dated: November 30, 2010.

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Hon. William H. Alsup  
United States District Judge